

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-11-60863

HUD# 07-11-0608-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

IRVING PETERSEN

17688 US Highway 69

Gilbert Iowa, IA 50105

CONNIE SAFLY

17688 US Highway 69

Gilbert Iowa, IA 50105

COMPLAINANT

STEPHANIE PLAHN

209 17TH Street

Ames, IA 50010

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

The Complainant alleged Respondents discriminated against her when they made discriminatory statements due to her sex (female) and refused to show their rental property to her after they learned she was a single-mother. Complainant alleged Respondents' actions resulted in a refusal to rent based on sex. Respondents deny Complainant's allegations. Respondents own or manage the subject property located at 17688 US Highway 69, Gilbert, Iowa 50105.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of

giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. 42 U.S.C. 3604(a); Iowa Code § 216.8(1)(a).

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited. 42 U.S.C. 3604(c); Iowa Code § 216.8(1)(c).

Voluntary and Full Settlement

4. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents agree Property Manager, Kim Reilly, will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of Respondents receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Signatures on Following Page (Page 4)

Irving Petersen, RESPONDENT

Date

Connie Safly, RESPONDENT

Date

Stephanie Plahn, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION